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FEDERAL COMMUNICATIONS COMMISSION OFFICE OF THE SECRETARY

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October 10, 2003

Marlene H. Dortch Secretary Federal Communications Commission 445-12th Street, SW Washington, DC 20554

Re: <u>WC Docket No. 02-359</u>

Dear Ms Dortch

Enclosed for filing in the above-captioned proceeding are an original and four copies of the Ioint Decision Point List and Verizon Virginia Inc 's Designation of Witness and Exhibits. In addition, we are enclosing eight copies for the arbitrator. Thank you

Sincerely.

Kımberly A Newman

of O'Melveny & Myers LLP

cc Stephen T Perkins

Martin W. Clift, Jr. Richard U. Stubbs

Ms Terri Natoli

Mr Jeremy Miller

Mr Brad Koerner

Mr Marcus Maher

Mr Richard Lerner

Mr John Adams Ms Margaret Dailey

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# Before The FEDERAL COMMUNICATIONS COMMISSION

Washington, D.C. 20554

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OCT 1 0 2003

In the Matter of	)	FEDERAL COMMUNICATIONS COMMISSION OFFICE OF THE SECRETARY
	)	
Petition of Cavalier Telephone, LLC	)	
Pursuant to Section 252(e)(5) of the	)	WC Docket No 02-359
Communications Act for Preemption	)	
of the Jurisdiction of the Virginia State	)	
Corporation Commission Regarding	)	
Interconnection Disputes with Verizon	)	
Virginia, Inc. and for Arbitration	)	

**VERIZON VIRGINIA INC.'S DESIGNATION OF WITNESSES AND EXHIBITS** 

Verizon Virginia Inc. ("Verizon") hereby submits its witness and exhibit lists in compliance with the Bureau's Order establishing procedures for this arbitration.

Verizon generally designates as exhibits its direct and rebuttal testimony, with attachments thereto, as follows:

Date	Testimony	Issue
September 23, 2003	Panel Testimony of Donald Albert,	C2, C9, C10, C14, C27
	Peter D'Amico, Rosemarie	
	Clayton, and Alice Shocket	
September 23, 2003	Testimony of William H Green, III	C6
September 23, 2003	Testimony of Thomas Maguire	C12
September 23, 2003	Testimony of Gregory Romano	C25
September 23, 2003	Testimony of Jonathan Smith	C3, C4, C5, C17, C21, C24
September 23, 2003	Panel Testimony of R Michael	C18
•	Toothman and Stephen C Spencer	
September 23, 2003	Testimony of Alan Young	C16
October 9, 2003	Rebuttal Testimony of Louis Agro	C25, C27
October 9, 2003	Panel Rebuttal Testimony of	C2, C9, C10, C14, C27
•	Donald Albert, Peter D'Amico,	
	Rosemarie Clayton, and Alice	
	Shocket	
October 9, 2003	Rebuttal Testimony of William H	C6
	Green, III	
October 9, 2003	Rebuttal Testimony of Thomas	C12
	Maguire	
October 9, 2003	Rebuttal Testimony of Gregory	C25
	Romano	
October 9, 2003	Rebuttal Testimony of Jonathan	C3, C4, C5, C17, C21, C24
	Smith	
October 9, 2003	Panel Rebuttal Testimony of R.	C18
	Michael Toothman and Stephen C	
	Spencer	
October 9, 2003	Panel Rebuttal Testimony of Alan	C16
	Young	

Verizon designates the following subject matter expert witnesses, as follows:

Issue	Witness(es)
C2	Don Albert
	Peter D'Amico
C3	Jonathan Smith
C4	Jonathan Smith

C5	Jonathan Smith
C6	William Green
C9	Rosemarie Clayton
C10	Donald Albert
	Alice Shocket
C12	Thomas Maguire
C14	Donald Albert
	Rosemarie Clayton
C16	Alan Young
C17	Jonathan Smith
C18	Mıchael Toothman
	Stephen Spencer
C21	Jonathan Smith
C24	Jonathan Smith
C25	Gregory Romano
	Louis Agro
C27	Rosemarie Clayton
	Louis Agro

In addition, Verizon reserves the right to designate additional exhibits from the discovery produced by Cavalier on October 10, 2003.

Verizon makes these designations with the understanding that they do not include demonstrative exhibits or those exhibits to be used or introduced for impeachment purposes on cross-examination. Moreover, should the Bureau permit future filings or witness substitutions, Verizon reserves its rights to supplement or amend this designation.

DATED: October 10, 2003

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Respectfully submitted,

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## **Panel Witness Designation**

DIRECT TESTI	DIRECT TESTIMONY FILED 9/23/2003			
Witness	Testimony			
Donald Albert	Page 1, lines 5-16; page 3 lines 4-9; page 3, lines 13-16; page 4, lines 3-14; page 5, line 14 to page 6, line10; page 7, lines 1-5; page 15, line 1 to page16 line 4; page 16, lines 15-19; page 17, line 16 to page 19, line 15; page 20, line 13 to page 21, line 2, page 22, line 16 to page 26, line 2; page 26, lines 15-19; page 30, line 16-18.			
Peter D'Amico	Page 1, lines 17-24; page 3 lines 4-6; page 3, lines 13-16, page 4 line 19 to page 5, line 13; page 6, line 11 to page 7, line 5; page 30, line 16-18.			
Rosemarie Clayton	Page 2, lines 1-15; page 3, lines 6-10; page 3, line 17 to page 4, line 2; page 4, lines 8-16; page 7, line 6 to page 14 line 9, page 24, line 18 to page 25 line 18; page 26, lines 3-14; page 26, line 20 to page 30, line 18.			
Alice Shocket	Page 2, line 16 to Page 3, line 2; page 3 lines 7-8; page 4, lines 3-7; page 14, line 10 to page 16 line 14; page 16, line 20 to page 19, line 3; page 19, line 17 to page 20, line 12; page 21, line 3 to page 23, line 18; page 30, line 16-18.			
Michael Toothman	Page 1, lines 4 to 16; Page 2, lines 3 to 15; Page 2, line 16 to Page 4, line 19, Page 10, line 16 to Page 13, line 10.			
Stephen C. Spencer	Page 1, line 17 to Page 2, line 2; Page 2, lines 3 to 15; Page 4, line 20 to Page 10, line 15; Page 13, lines 8 to 10.			
REBUTTAL TEST	'IMONY FILED 10/10/2003			
Donald Albert	Page 1, lines 3 to 5, Page 2, lines 1-24, Page 3, lines 1-15, Page 4, lines 1-26, Page 11, lines 15-25, Page 12, lines 1-17, Page 13, lines 1-26, Page 14, lines 1-9, Page 16, lines 1-6, 12-17, Page 17, lines 1-26, Page 18, lines 1-19, Page 19-20, all lines, Page 21, lines 1-9, Page 25,			

	lines 3-5
Peter D'Amico	Page 1, lines 6 to 9, Page 3, lines 16-22, Page 4
	lines 18-26, Page 25, lines 3-5
Rosemarie Clayton	Page 1, lines 10 to 15, Page 5, lines 4-25,
	Pages 6-10, all lines, Page 11, lines 1-5, Page
	14, lines 11-24, Page 15, lines 1-20, Page 16,
	lines 7-11, 18-24, Page 17, lines 20-26, Page
	18, lines 1-19, Page 21, lines 10-20, Page 22-
	25, all lines.
Alice Shocket	Page 11, lines 7-14, Page 12, lines 18-22, Page
	25, lines 3-5
Michael Toothman	Page 1, lines 1 to 5, Page 1, lines 9 to 13; Page
	1, line 14 to Page 7, line 17; Page 12, line 4 to
	Page 13, line 6; Page 13, lines 7 to 8.
Stephen C. Spencer	Page 1, lines 6 to 8; Page 1, lines 9 to 13; Page
	7, line 18 to Page12, line 3; Page 13, lines 7 to
	8; Rebuttal Testimony Exhibit A.

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
		ļ		
Issue C2: Should Verizon be required to compensate Cavalier for out-of-pocket expenses incurred in response to Verizon network rearrangements (such as tandem re-homing)? (§ 9.6).	either Party rearranges its network in a manner which makes it necessary for the other Party to move existing facilities or establish new facilities in order to maintain the same level of service and interconnection as existed before the rearrangement, then the Party making the rearrangement shall compensate the other Party for the reasonable costs that the other Party incurs in accommodating the rearrangement, unless both Parties reach agreement in writing as to a different allocation of such costs	Cavalier believes that each party should compensate the other party for out-of-pocket expenses incurred as a result of network rearrangements, such as tandem re-homing. In particular, Cavalier believes that it should be compensated when a Verizon tandem re-homing requires. Cavalier to maintain duplicate facilities to two tandems over an extended period of time.	9.6 - No proposed language	Cavalier's proposed Section 9 6 would require Verizon to pay for Cavalier's own network rearrangements whenever they relate in some way to changes that Verizon has to make to its own network (Albert Panel Direct, page 4, line 20 to page 5, line 3)  Cavalier's proposed language would inappropriately shift its costs of interconnection to Verizon (Albert Panel Direct, page 5, lines 2-3)  Rearrangements such as tandem re- homing clearly benefit all carriers (Albert Panel Direct, page 5, line 16 to page 6 line 6) No state has ever required Verizon to subsidize network rearrangement costs for CLECs (Albert Panel Direct, page 7, lines 1-5) Because of the parties' interconnection architecture, Verizon bears the larger proportion of network rearrangement costs (Albert Panel Direct, page 6 line 11-21)  Delays associated with rearrangements involving many
Issue C3: Should meet-	1.12(b) - "Cartier Identification	Cavalier believes that Verizon's	112(h) Na manada	carriers are caused by each of the participating carriers, not just Verizon (Albert Panel Rebuttal, page 2, lines 20-23)
point billing be improved			1.12(b) - No proposed language.	Verizon's proposed contract
as set forth in Cavalier's	Code" or "CIC" is a numeric code	meet-point billing procedures	1	language requires it to provide
as set form in Cavalier's	assigned by the North American	need to be revised so that	1.46 - No proposed language.	information to Cavalier consistent

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
Virginia arbitration	Numbering Plan (NANP)	Cavalier receives sufficient		with guidelines set by the
petition? (§§ 1.12(b),	Administrator for the provisioning	information to bill the	1.48 - No proposed language	industry's Ordering and Billing
1.46, 1.48, 1.62(a), 1.87,	of selected switched services. The	appropriate originating or		Forum ("Industry Guidelines") in
5.6.6, 5.6.6.1, 5.6.6.2, and	numeric code is unique to each	transiting party who sent it	1.62(a) - No proposed language	accordance with the Virginia
7.2.2)	entity and is used to route the call to	traffic	(Cavalier renumbered Verizon's	Arbitration Order (Smith Direct,
	the trunk group designated by the		proposed 1 62(a))	page 2, lines 12-14)
	entity to which the code was			
	assigned		1.87 - "Tandem Transit Traffic" or	Cavalier's proposals impose
			"Transit Traffic" means Telephone	additional requirements for
	1.46 - "Jurisdiction Information	 	Exchange Service traffic that	providing billing data on Verizon
	Parameter" or "JIP" is a numeric		originates on Cavalier's network	which the Bureau has previously
	code included in the Initial Address		(either as a facilities-based carrier	rejected and which unfairly punish
	Message for a call, as specified in		or through Cavalier's purchase of	Verizon for deficiencies in
	American National Standards		unbundled Network Elements), and	information that is generated by
	Institute (ANSI) standard T1 113 3		is transported through a Verizon	the originating carrier (Smith
	§3 23A The procedures for the JIP		Tandem to the Central Office of a	page 2, lines 14-19)
	are specified in ANSI T1 113 4		CLEC, ITC, Commercial Mobile	
	§2 1 10C The Address Signal field		Radio Service ("CMRS") carrier,	Verizon does not control the
	of the JIP identifies the originating		or other LEC that subtends the	completeness or accuracy of the
	local network for the call		relevant Verizon Tandem to which	information it receives from other
			Cavaliei delivers such traffic	carriers and that Verizon, in turn,
	1.48 - "Local Routing Number" or		substantially unchanged In these	passes to Cavalier for billing
	"LRN" is a 10-digit number in the		cases, neither the originating nor	(Smith Direct, page 3, lines 2-3,
	Service Control Point (SCP)		terminating Customer is a	lines 18-20) Thus, Cavalier's
	database maintained by the		Customer of Verizon "Transit	proposal to penalize Verizon
	Numbering Portability		Traffic" and "Tandem Transit	financially if Cavalier does not
	Administration Center (NPAC),		Traffic" do not include or apply to	receive its desired information
	used to identify a switch with ported		traffic that is subject to an effective	makes no sense (Smith Direct,
	numbers		Meet-Point Billing Arrangement	page 6, lines 5-8, lines 12-15)
	1.62(a) - "Operating Company		5.6.1 - Terms and Conditions for	Cavalier's proposals, if adopted,
	Number" or "OCN" is a four-place		Meet Point Billing are addressed in	would effectively gut the Industry
	alphanumeric code that uniquely		Section 6 only	Guidelines (Smith Direct, page 3,
	identifies providers of local			line 1)
	telecommunications service and is		5.6.6 - Each Party shall pass	When an originating carrier routes
	required of all service providers in		Calling Party Number ("CPN")	local and access traffic to Verizon
	their submission of utilization and		information on each call carried	over a single trunk, there is nothing
	forecast data		over the Interconnection Trunks	that Verizon, as the transit carrier,

#### CC DOCKET NO. 02-359 CAVALIER V. VERIZON FEVISED JOINT DECISION POINT LIST

1.83 - "Tandem Transit Trailite" or the companies of the commerce of the companies of the companies of the companies of the common of VFFX Trailite of the companies of the comp	AEBIZON BYLIONYFE	VERIZON PROPOSED	CAVALIER RATIONALE	CVAVITEB PROPOSED	DISPUTED ISSUES
18.7. "Tannsi Hailfo; means Telephone Company of the Color of the Colo	To short out adt sterenas of ob ties	CONTRACT LANGUAGE		CONTRACT LANGUAGE	
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to the originating carrier, each Party shall pass sufficient information to silow proper biling, in the form of information on each call, including Interconnection Transit Traffic, carried over the agree to use appropriate information  to the originating party including party shall bill the celeving Party shall bill the information on each call, including Interconnection Traffic, carried over the Service rates, intrastate  Caling Party Mumber ("CPM"), Reciprocal Compensation Traffic at information on each call, including Interconnection Traffic, carried over the Service rates, intrastate  Service rates, intrastate  Service rates, intrastate  Service rates, intrastate  One day (chosen by Cavalier), and				gnillid eterupate accurate billing	
shall pass sufficient information to sallow proper billing, in the form of information to sallow proper billing, in the form of information on each call, including more to use appropriate information agree to use appropriate information agree to use appropriate information to a sallow proper information to a		I : I		1	
allow proper billing, in the form of Calling Party Number ("CPN"), CIC, LRN, OCN, and/or JIP Inferconnection Traffic, carried over the agree to use appropriate information  agree to use appropriate information  allow proper billing, in the form of carried over the same agree to use appropriate information  certific party Number ("CPN"), Reciprocal Compensation Traffic and inference on which Cavalier tends infrastate information is contract  content of the evidence on which Cavalier and information is contract  certific party Number ("CPN"), Reciprocal Compensation Traffic and information in the contract  certific and information and information in the form of the contract  content of the contract of the cavalier of the contract of the contr					
Calling Party Number ("CPN"), CIC, LRN, OCN, and/or JIP Inferred Traffic, carried over the agree to use appropriate information  Calling Party Number ("CPN"), CIC, LRN, OCN, and/or JIP Inferred Traffic rates, infrastate  Cavalier offers billing problems - Inferred Exchange Access Service rates, infrastate/inferstate  Service rates, infrastate/inferstate  Service rates, infrastate/inferstate  Cavalier offers billing records from Service rates, infrastate/inferstate  One day (chosen by Cavalier), and sagree to use appropriate information	,				
CIC, LRA, OCA, and/or JIP Information on each call, including Transit Traffic, carried over the linetroentection Trunks The Parties agree to use appropriate information  Activities a compensation on each call, including and linetroentection frunks and later contract and linetroentection frunks and later contract and	The evidence on which Cavalier				
Transit Traffic, carried over the Interconnection Trunks The Parties agree to use appropriate information    Interconnection Trunks The Parties agree to use appropriate information    Interconnection Trunks The Parties agree to use appropriate information    Interconnection Traffic (Savalier offers billing records from Savalier offers billing				CIC, LRN, OCN, and/or JIP	
Transit Traffic, carried over the Interconnection Trunks The Parties agree to use appropriate information				gmbuloni ,llso dos each call, including	
Switched Exchange Access  Service rates, intrastate/interstate  One day (chosen by Cavalier), and				Transit Traffic, carried over the	
= = =		Switched Exchange Access		Interconnection Trunks The Parties	
Land and MO IN MO TO MAKE the state of the s	one day (chosen by Cavalier), and	Service rates, intrastate/interstate			
Transport of microsine of the common of the	the majority of the data that	Transit Traffic rates, or interstate		In the form of CPN, CIC, LRN,	

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE		CONTRACT LANGUAGE	
	OCN, and/or JIP information, as set		Switched Exchange Access	Cavalier analyzes comes from
	forth below		Service rates applicable to each	Cavalier's own switch (Smith
}			relevant minute of traffic, as	Rebuttal, page 5, line 20 to page 6,
	5.6.6.1 - If one Party passes		provided in this Agreement	line 2)
	sufficient information to allow		(including Exhibit A and	,
	proper billing of traffic, in the form		applicable Tariffs), in direct	Verizon cannot selectively block
	of CPN, CIC, LRN, OCN, and/or		proportion to the minutes of use of	transit traffic based on the
	JIP, on ninety-five percent (95%) or		calls passed with CPN information	information that is passed to
	more of the calls that it sends to the		•	Verizon by an originating carrier,
	other Party, then the receiving Party		5.6.6.2 - If the originating Party	but Verizon can cease routing
	shall bill the originating carrier the		passes CPN on less than ninety-	transit traffic to Cavalier entirely,
	Reciprocal Compensation Traffic		five percent (95%) of its calls, the	if Cavalier so chooses (Smith
	termination rates, Measured Internet		receiving Party shall bill the higher	Rebuttal, page 7, lines 8-11)
	Traffic rates, intrastate Switched		of its intrastate Switched Exchange	, ,
	Exchange Access Service rates,		Access Service rates or its	It is not possible to fix a problem
	intrastate/interstate Transit Traffic		interstate Switched Exchange	that affects the entire industry by
	rates, or interstate Switched		Access Service rates for that traffic	penalizing Verizon for following
	Exchange Access Service rates		passed without CPN which	standard industry practices (Smith
	applicable to each relevant minute		exceeds five percent (5%), unless	Rebuttal, page 7, line 24 to page 8.
	of traffic (including for the Parties,		the Parties mutually agree that	line 2)
	the rates specified in Exhibit A and		other rates should apply to such	
	applicable Tariffs), for which		traffic For any remaining (up to	
	sufficient information to allow		five percent (5%) of) calls without	
	proper billing of traffic, in the form		CPN information, the receiving	
	of CPN, CIC, LRN, OCN, and/or		Party shall bill the originating	
	JIP, is passed. For the remaining		Party the higher of its interstate	
	(up to five percent (5%) of) calls		Switched Exchange Access	
	without sufficient information to		Service rates or its intrastate	
	allow proper billing of traffic, in the		Switched Exchange Access	
	form of CPN, CIC, LRN, OCN,		Services rates for all traffic that is	
	and/or JIP information, the		passed without CPN, unless the	
	receiving Party shall bill the other		Parties agree that other rates	
	carrier for such traffic at Reciprocal		should apply to such traffic	
	Compensation Traffic termination		6.3.9 - Cavalier shall provide	
	rates, Measured Internet Traffic		Verizon with the Originating	
	rates, intrastate Switched Exchange		Switched Access Detail Usage	
	Access Service rates,		Data (EMI category 1101XX	
	intrastate/interstate Transit Traffic		records), recorded at the Cavalier	

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
101 0 1213 1030 130	CONTRACT LANGUAGE	CAVALIER RATIONALE	CONTRACT LANGUAGE	VERIZON RATIONALE
	rates, or interstate Switched		end office switch, on magnetic tape	
	Exchange Access Service rates		or via such other media as the	
	applicable to each relevant minute		Parties may agree, no later than ten	
	of traffic (including for the Parties,		(10) business days after the date	
	the rates specified in Exhibit A and		the usage occurred	
	applicable Tariffs), in direct		the usage occurred	
	proportion to the minutes of use of		7.2.2 - Transit Traffic may be	
	calls passed with sufficient		routed over the Interconnection	
	information to allow proper billing		Trunks described in Sections 4 and	
	of traffic, in the form of CPN, CIC,		5 Cavalier shall deliver each	
	LRN, OCN, and/or JIP		Transit Traffic call to Verizon with	
	Ext., Oct., and of th		CCS and the appropriate	
	5.6.6.2 - If one Party passes		Transactional Capabilities	
	sufficient information to allow		Application Part ("TCAP")	
	proper billing of traffic, in the form		message to facilitate full	
	of CPN, CIC, LRN. OCN, and/or		interoperability of those CLASS	
	JIP, on less than ninety-five percent		Features supported by Verizon and	
	(95%) of its calls, the receiving		billing functions In all cases, each	
	Party shall bill the other Party the		Party shall follow the Exchange	
	higher of its intrastate Switched		Message Interface ("EMI")	
	Exchange Access Service rates or		standard and any applicable	
	its interstate Switched Exchange		industry guidelines with respect to	
	Access Service rates for that traffic		any exchange of records between	
	passed without sufficient		the Parties For such Transit	
	information to allow proper billing		Traffic, Verizon shall also provide	
	of traffic, in the form of CPN, CIC,		billing information sufficient to	
	LRN, OCN, and/or JIP, which		allow proper billing of such Transit	
	exceeds five percent (5%), unless		Traffic to the extent the originating	
	the Parties mutually agree that other		carrier provides such information	
	rates should apply to such traffic		to Verizon and the provision of	
	For any remaining (up to five		such billing information is	
	percent (5%) of) calls without		consistent with industry guidelines	
	sufficient information to allow		, and the same of	
	proper billing of traffic, in the form			
	of CPN, CIC, LRN, OCN, and/or			
	JIP, the receiving Party shall bill the			
	other Party the higher of its			
	interstate Switched Exchange			

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE		CONTRACT LANGUAGE	VERIZON KATIONALE
	Access Service rates or its intrastate		OS. TRUET EAR GOAGE	
	Switched Exchange Access Services			
	rates for all traffic that is passed	· ·		
	without sufficient information to	ı		
	allow proper billing of traffic, in the		<u> </u>	
	form of CPN, CIC, LRN, OCN,			
	and/or JIP, unless the Parties agree			
	that other rates should apply to such			
	traffic Notwithstanding any other			
	provision of this Agreement, if the			
	receiving Party is not compensated			
	for traffic passed without sufficient	1		
	information to allow proper billing			
	of traffic, in the form of CPN, CIC,			
	LRN, OCN, and/or JIP, then the			
	other Party must cease routing such			
	traffic from its switch(es) to the			
	receiving Party upon ten (10) days'			
	written notice to the other Party If			
	the receiving Party is not			
	compensated for such traffic, and			
	the other Party does not cease	j		
	routing such traffic upon ten (10)			
	days' written notice from the			
	receiving Party, then the receiving			
	Party may cease receiving or			
	terminating such traffic			
	immediately, without further notice			
	or any liability whatsoever to the			
	other Party			
	6.3.9 - Cavalier shall provide			
	Verizon via SS7 signaling adequate			
	information to allow Verizon to			
	generate billable call records from			
	its own switch(es), no later than ten			
	(10) business days after the date the			
	usage occurred			

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE		CONTRACT LANGUAGE	
	7.2.2 - Transit fraffic may be routed			
	over the Interconnection Trunks			
	described in Sections 4 and 5 Each			
	Party shall deliver each Transit			
	Traffic call to the other Party with			
	CCS and the appropriate			
	Transactional Capabilities			
	Application Part ("TCAP") message			
	to facilitate full interoperability of			
	those CLASS Features supported by			
	the receiving Party and billing			
	functions In all cases, each Party			
	shall follow the Exchange Message			
1	Interface ("EMI") standard and			
	exchange records between the			
	Parties For such Transit Traffic,			
	each Party shall also deliver other			
	necessary information consistent			
	with industry guidelines, such			
	information shall be sufficient to			
	allow proper billing of such Transit			
	Traffic, including but not limited to			
	CPN, CIC, LRN, OCN, and/or JIP			
	information			
Issue C4: Should	7.2.6 - Each party shall pay the	Cavalier does not believe that	7.2.6 - Cavalier shall pay Verizon	This issue involves transit calls
Cavalier be required to	other party for Transit Service that	either party should be liable for	for Transit Service that Cavalier	that Cavalier originates and then
pay the unspecified	the paying party originates, at the	unspecified third-party charges,	originates at the rate specified in	sends to a Verizon tandem, which
charges of non-parties to	rate specified in Exhibit A, plus any	without limiting the manner in	Exhibit A In the event Verizon	Verizon sends to a third carrier for
the agreement, as determined at the sole	additional charges or costs that the	which such charges are accessed	bills Cavalier for charges or costs	termination on behalf of Cavalier
discretion of such non-	terminating CLEC, ITC, CMRS	and without any reciprocal	that the terminating CLEC, ITC,	(Smith Direct, page 11, lines 11-
parties? (§ 7.2.6)	carrier, or other LEC, properly	obligation for each party to pay	CMRS carrier, or other LEC	/2) If Verizon is billed by the
parties: (8 /.2.0)	imposes or levies on the	any properly billed third-party	imposes or levies on Verizon for	terminating carrier, it should be
	compensated party for the delivery or termination of such traffic,	charges	the delivery or termination of	able to pass these charges on to the
	including any Switched Exchange		Cavalier traffic, Verizon will, upon	originating carrier, Cavalier – the
	Access Service charges		Cavalier's request, work	only party with a direct
	Access Service charges		cooperatively with Cavalier to dispute such charges or costs with	relationship with the customer and
<u> </u>	<u> </u>	<u></u>	uispuie such charges of costs with	therefore the party that is

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
}	CONTRACT LANGUAGE		CONTRACT LANGUAGE	
			the terminating CLEC. ITC.	responsible for the charges
		1	CMRS carrier or other LEC In the	associated with the customer's
			event the Commission or a court or	calls (Smith Direct, page 11, lines
			arbitrator of competent jurisdiction	13-17)
			orders Verizon to pay (in whole or	. ,
			in part) charges or costs that the	Verizon is willing to dispute
			terminating CLEC, ITC, CMRS	charges from the terminating
			carrier, or other LEC imposes or	carrier that Cavalier feels were not
			levies on Verizon for the delivery	"properly imposed," provided that
			or termination of Cavalier traffic,	Cavalier indemnifies Verizon for
		 	Cavalier will reimburse Verizon in	any charges that are determined to
			full for the charges or costs that	be legitimate. This alternative
			Verizon is ordered to pay In	enhances Cavalier's administrative
			addition, regardless of the outcome	efficiency, but without forcing
			of any such dispute over charges or	Verizon to pay charges that are
			costs imposed or levied on Verizon	Cavalier's responsibility (Smith
			for the delivery or termination of	Direct, page 12, lines 13-17)
			Cavaliei traffic, Cavalier shall	
			reimburse Verizon in full for the	Verizon also agrees in principle to
			actual costs, including reasonable	make the parties' transit
			attorneys' fees, Verizon incurred in	obligations reciprocal, but
			connection with disputing and/or	proposes to reflect those reciprocal
			defending against the charges or	obligations in a single section
			costs levied by the CLEC, ITC,	rather than in multiple sections, as
			CMRS carrier or other LEC	Cavalier proposes (Smith Direct,
				page 12, lines 19-20, page 13,
			7.2.7 - If or when a third party	lines 2-3)
			carrier's Central Office subtends a	
			Cavalier Central Office, then	
			Cavalier shall make available to	
			Verizon a service arrangement	
			equivalent to or the same as	
			Tandem Transit Service provided	
			by Verizon to Cavalier as defined	
			in this Section 7.2 such that	
			Verizon may terminate calls to a	
			Central Office of a CLEC, ITC,	
	<u> </u>	<u> </u>	CMRS carrier, or other LEC that	

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE		CONTRACT LANGUAGE	
			subtends a Cavalier Central Office	
			("Reciprocal Tandem Transit	
			Service") Upon Verizon's	
1 			request, Cavalier shall provide	
	!		such Reciprocal Tandem Transit	
			Service arrangements under the	
			terms and conditions no less	
			favorable than those provided in	
			this Section 7.2	
Issue C5: Should	7.2.8 - Neither Party shall take any	Cavalier believes that each party	7.2.8 - Neither Party shall take any	Nothing in the Act requires ILECs
Verizon be required to	actions to prevent the other Party	should help the other party	actions to prevent the other Party	to help CLECs negotiate traffic
render affirmative but	from entering into a direct and	negotiate direct traffic-exchange	from entering into a direct and	exchange agreements with third-
reasonably limited	reciprocal traffic exchange	agreements with third parties,	reciprocal traffic exchange	party carriers (Smith Direct, page
assistance to Cavalier in	agreement with any carrier to which	when that other party is involved	agreement with any carrier to	13, lines 11-13)
coordinating direct	it originates, or from which it	through issues such as the	which it originates, or from which	
traffic exchange	terminates, traffic Each party shall	payment of reciprocal	it terminates, traffic Upon	Verizon's proposed language
agreements with third	provide affirmative but reasonably	compensation for transited	request, Verizon shall provide to	provides that it will not hamper
parties? (§ 7.2.8)	limited assistance to assist the other	traffic	Cavalier names, addresses and	any negotiations between Cavalier
	party in negotiating direct and		phone numbers of points of contact	and carriers for whom Verizon
	reciprocal traffic exchange	\	of CLECs, ITCs, CMRS providers	provides transit services (Smith
	agreements with any carriers to		and/or other LECs with which	Du ect, page 13, lines 13-15)
	which that party originates, or for		Cavalier wishes to establish	
	whom that party terminates, traffic		reciprocal Telephone Exchange	Cavalier can invest in resources to
	Such affirmative but reasonably		Service traffic arrangements in the	analyze the data that Verizon
	limited assistance shall consist of		Commonwealth of Virginia,	provides through its signaling
	timely providing information,		provided that Verizon has such	stream and billing tapes (Smith
	timely responding to inquiries, and		information in its possession In	Direct, page 14, lines 10-12)
	(to the extent that other time and	Ĭ	the event Cavalier makes	
	resource demands allow)		commercially reasonable efforts to	Verizon's proposal to provide
	participating in discussions and		initiate negotiation of a direct and	Cavalier the names, addresses and
	negotiations with third parties		reciprocal traffic exchange	phone numbers of points of contact
	Such affirmative but reasonably		agreement with a CLEC, ITC,	of carriers with which Cavalier
	limited assistance shall also be		CMRS carrier or other LEC and	wishes to establish traffic
	limited to situations in which the		such efforts are not successful,	arrangements in Virginia (provided
	party providing such assistance is	Į.	Verizon will, upon Cavalier's	that Verizon has such information
	materially involved in the exchange		written request (including, without	in its possession) provides the
	of traffic that is subject to the direct		limitation, a statement detailing	"reasonably limited assistance"
	and reciprocal traffic exchange		such Cavalier efforts), make	that Cavalier claims to seek

DICPUTED TOOLING	C. V. V. IED VID ORGER		Lipping of property	trong on particular in
DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE		CONTRACT LANGUAGE	171 70 72
	agreement that the other party is		commercially reasonable efforts to	(Smith Direct page 13 lines 20-23.
	negotiating or seeking to negotiate		assist Cavalier in scheduling a	page 14 lines 20-21)
1	In no instance shall either party's		conference call and/or a meeting	
	assistance be required when it is		between Cavalier and such third	Cavalier's anecdotal evidence does
ļ	manifestly and objectively clear that		party carrier Notwithstanding any	not support its position. Lengthy
	the other party is merely refused		provision here, in no event shall	interconnection negotiations can
	interconnection by a third party in a		Verizon be required to participate	occur for a variety of reasons, the
	way that could be timely and		in interconnection negotiations,	most common of which is the fact
	effectively redressed by action of		mediations, arbitrations, hearings,	that the parties' goals and
	the Virginia State Corporation		litigation or the like involving	bargaining tactics differ
	Commission or some other forum		Cavaliei and a third party carriet,	Furthermore, Cavalier fails to
			or to take any actions in connection	account for the fact that Cox had
			therewith, except as explicitly set	the same information that Cavalier
			forth in this Section 7.2	was seeking as Verizon (Smith
			1	Rebuttal, page 8, line 21 to page 9,
				line 5) ]
Issue C6: Should	7.3.9 - Verizon and Cavalier will	Cavalier has long been refused	7.3.9 - Verizon and Cavalier will	Cavalier proposes that Verizon
Verizon effect	work cooperatively to arrange	payment for E911-related	work cooperatively to arrange	modify its E911 retail tariff, which
appropriate changes to	meetings with PSAPs to answer any	services because of municipal	meetings with PSAPs to answer	is not a matter that the Bureau
its E911 traffics and	technical questions the PSAPs, or	concerns about "double billing,"	any technical questions the PSAPs,	should decide in an arbitration
procedures to	county or municipal coordinators	and Cavalier believes that	or county or municipal	proceeding under Sections 251 and
accommodate the	may have regarding the 911/E911	Verizon should be required to	coordinators may have regarding	252 of the Act (Green Direct,
provision of some E911-	arrangements Further, within sixty	cooperate with Cavalier to notify	the 911/E911 arrangements	page 2, lines 2-4)
related services by	(60) days from the effective date of	municipalities of the type of		
CLECs such as Cavalier,	this agreement, Verizon and	services offered by each carrier,	7.3.10 - Cavalier will compensate	The Virginia SCC has already
as set forth in Cavalier's	Cavalier shall send a joint letter to	and to make any necessary	Verizon for connections to its	initiated a proceeding to address
Virginia arbitration	the PSAPs, county or municipal	adjustment of charges needed to	911/E911 pursuant to Exhibit A	how parties should tariff retail
petition? (§§ 7.3.9, 7.3.10)	coordinators explaining technical,	reflect functions performed by		charges for E911 (Green Direct,
	operational, and compensation	Cavalier	ļ	page 2, lines 8-9) That proceeding,
	procedures applicable to each party			rather than this arbitration, is the
	regarding the 911/E911			appropriate place for Cavalier's
	arrangements			issues to be decided (Green
	-			Direct, page 2, lines 10-11)
	7.3.10 - Cavalier will compensate			,
	Verizon for connections to its			Cavalier's E911 rates are not
	911/E911 pursuant to Exhibit A			connected to Verizon's E911 rates
	However, Verizon shall not charge			Verizon's E911 tariff provides for
	the PSAPs or any county or			the recovery of fixed costs Verizon

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	municipal coordinators for any 911/E911 functions that Cavalier performs. Until Verizon Tariff No 211, Section 14. C. is updated to provide for adjusted charges that properly account for Cavalier's performance of any 911/E911 functions, Verizon shall reduce its charges to PSAPs or county or municipal coordinators to reflect the applicable Cavalier charges for 911/E911 functions performed by Cavalier, or Verizon shall enter into some other arrangement agreed to by Cavalier and the PSAPs or county or municipal coordinators to the same effect.			incurs as the administrator of the E911 system. Verizon's fixed E911 costs do not decrease when a competitor also offers E911 service. (Green Direct page 5. lines 10-12). Verizon's E911 costs are not consumer-specific and do not decrease as customers move to Cavalier or any other CLEC (Green Direct, page 5, lines 7-10). Cavalier's recovery of its E911 costs from its retail customers is a matter between Cavalier and those retail customers, and does not involve Verizon. (Green Direct,
	the same effect			page 5, lines 5-8)  The E 9-1-1 functions that Cavalier performs do not replace the functions for which Verizon charges local governments in Virginia (Green Rebuttal, page 3, lines 5-6)
				Since Verizon does not charge Virginia local governments providing E 9-1-1 service for the costs incurred when Verizon puts customer information into the E 9-1-1 database, when Cavalier wins a customer and takes over this function, there is no basis for the claim that Verizon should reduce its E 9-1-1 charges ( <i>Green Rebuttal, page 3, lines 11-17</i> )
				Since Verizon maintains the E 9-1-

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE		CONTRACT LANGUAGE	
				l database for all telephone
!				subscribers in Virginia when a
				customer moves from Verizon to
,				Cavalier, Verizon's costs are
				unchanged Verizon's E 9-1-1
1	1 1		i •	database still must store that
				customer's information and make
1				if available to the local government
				providing E 9-1-1 service to that
				customer (Green Rebuttal, page
				3, lines 20-23)
Issue C9: Should the	11.2 - Loops	Cavalier believes that	11.2.12 - "Digital Designed	Verizon proposes xDSL loop
agreement include	Subject to the conditions set forth in	appropriate rates, terms, and	Loops" are comprised of designed	qualification language that is
language to address	Section 11.7, Verizon shall allow	conditions should govern the	loops that meet specific Cavalier	consistent with what Verizon
inconsistency between the	Cavalier to access Loops unbundled	provision of loops over which	requirements for metallic loops	offers other CLECs in Virginia,
results obtained by	from local switching and local	Cavalter provides xDSL and	over 18k ft or for conditioning of	and contains the same tools that the
Verizon and by Cavalier	transport as required by Applicable	other services The specific sub-	ADSL, HDSL, IDSL, SDSL or	Virginia SCC and the Commission
from the loop	Law, in accordance with the terms	ıssues are (1) Cavalier requests	BRI ISDN (Premum) Loops	have already approved (Albert
prequalification	and conditions set forth in this	that the industry standards be	"Digital Designed Loops" may	Panel Direct, page 7, lines 8-10)
database, to allow	Section 11.2 The following	accurately reflected, meaning	include requests for	
Cavalier to provide xDSL	enumeration of specific loop types	principally that ANSI T1E1 4	A) a 2W Digital Designed	Cavalier struck all of Verizon's
services on loops over	in this Agreement does not preclude	should be used for spectrum	Metallic Loop with a total loop	language regarding the DSL loop
18,000 feet in length, and	Cavalier from requesting, to the	management, (11) Cavalier wants	length of 18k to 30k ft, unloaded,	qualification process, but proposes
do adopt pricing for loop	extent Verizon is required to	to offer Reach DSL on loops up	with bridged tap(s) removed, at	no alternative language (Albert
conditioning and loops	provide under Applicable Law,	to 30,000 feet, with no binder	Cavalier's option,	Panel Direct, page 7, lines 10-12)
used by Cavalier to	additional Loop types The	limitations that are stricter than	B) a 2W ADSL Loop of 12k	Cavalier's apparent rejection of the
provide xDSL service?	available Loop types are as set forth	or in conflict with ANSI TIE1 4,	to 18k ft with bridged tap(s)	loop qualification process is at
(§§ 11.2 and Exhibit A)	below	(III) Cavalier requests a	removed, at Cavalier's option,	odds with numerous Comnussion
	11.2.1 (2.37) A1 V-	maintenance interval on xDSL	C) a 2W ADSL Loop of less	rulings (Albert Panel Direct, page
	11.2.1 - "2-Wire Analog Voice	loops equivalent to the interval	than 12k ft with bridged tap(s)	8, line 19 to page 9, line 12)
	Grade Loop" or "Analog 2W"	on UNE DS1 loops, (iv)	removed, at Cavalier's option,	By deleting all of Verizon's loop
	provides an effective 2-wire channel with 2-wire interfaces at each end	Cavalier wants Verizon to	D) a 2W HDSL Loop of less	pre-qualification language,
	<b>.</b>	provision a 4-wire UNE DS1	than 12k ft with bridged tap(s)	Cavalier cannot even obtain the
	that is suitable for the transport of analog Voice Grade (nominal 300 to	loop when Cavalier orders it,	removed, at Cavalier's option,	loops necessary to offer data
	3000 Hz) signals and loop-start	without Verizon reserving the	E) a 4W HDSL Loop of less	service to its customers (Albert
	signaling The service is more fully	option of providing a 2-wire	than 12k ft with bridged tap(s)	Panel Direct, page 9, line 23 to
	described in Verizon TR-72565, as	loop, and (v) Cavalier proposes a "customer version" to	removed, at Cavalier's option,  F) a 2W Digital Designed	page 10 lme 1)
ـــــــــــــــــــــــــــــــــــــ	1 described in verizon 1K-72505, as	a customer version to	F) a 2W Digital Designed	<u> </u>

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE		CONTRACT LANGUAGE	, building
	revised from time to time. If	compensate Cavalier if	Metallic Loop with Verizon-placed	Cavalier has not in any event,
	"Customer-Specified Signaling" is	Verizon's loop qualification	ISDN loop extension electronics,	produced any cost support for
	requested, the service will operate	process denies loop qualification	G) a 2W SDSL Loop with	different rates (Alhert Panel
	with one of the following signaling	for a customer for Cavalier DSL	bridged tap(s) removed, at	Direct, page 10, lines 10-12)
	types that may be specified when	but qualifies the loop for a	Cavalier's option,	- 1. cei, pg,
	the service is ordered loop-stait,	Verizon DSL customer	H) a 2W IDSL Loop of less	Verizon's proposed contract
	ground-start, loop-reverse-battery,	Cavalier has provided Verizon	than 18k ft with bridged tap(s)	language describes precisely the
	and no signaling Customer-	with a revised version of its	removed, at Cavalier's option	loops that Cavalier orders from
	specified signaling is more fully	proposed § 11.2.8(a) and expects	Requests for repeaters for 2W and	Verizon
	described in Verizon TR-72570, as	to provide Verizon with revised	4W HDSL Loops with lengths of	
	revised from time to time	versions of its mark-up of the 4-	12k ft or more shall be considered	Verizon and Cavalier obtain access
		wire DSI loop definition and the	pursuant to the Network Element	to Verizon's loop qualification
	11.2.2 - "4-Wire Analog Voice	loop qualification procedures	Bona Fide Request process set	database on the same terms, as the
	Grade Loop" or "Analog 4W"	Cavalier also notes that, after	forth in Exhibit B	Commission has confirmed in the
	provides an effective 4-wire channel	several years of disagreement		Virginia § 271 Order (Albert
	with 4-wire interfaces at each end	over loop conditioning prices.	11.2.12.1 - Verizon shall make	Panel Rebuttal, page 6. lines 11-
	that is suitable for the transport of	the FCC released prices in the	Digital Designed Loops available	12)
	analog Voice Grade (nominal 300 to	previous Virginia arbitration that	to Cavalier at the rates as set forth	
	3000 Hz) signals The service will	may apply on an interim or	ın Exhibit A	Since each state commission sets
	operate with one of the following	permanent basis to loop		rates based on state-specific
	signaling types that may be	conditioning in Virginia	11.2.12.2 - The following ordering	factors, Cavalier is not entitled to
	specified when the service is	However, Cavalier is unsure of	procedures shall apply to the	receive the lowest loop
	ordered loop-start, ground-start,	whether, when, and how these	Digital Designed Loops	conditioning rate in Cavalier's
	loop-reverse-battery, duplex, and no	prices may apply		footprint (Albert Panel Rebuttal,
	signaling The service is more fully		A Cavalier shall place	page 7, lines 12-19)
	described in Verizon TR-72570, as		orders for xDSL Compatible	
	revised from time to time		Loops and Digital Designed Loops	The Carrier-to-Carrier Guidelines
			by delivering to Verizon a valid	compare Verizon's maintenance
	11.2.3 - "2-Wire ISDN Digital		electronic transmittal service order	performance for wholesale xDSL
	Grade Loop" or "BRI ISDN"		or other mutually agreed upon type	loops to maintenance intervals for
	provides a channel with 2-wire		of service order Such service	Plain Old Telephone Service
	interfaces at each end that is suitable		order shall be provided in	("POTS"), not, as Cavalier
	for the transport of 160 kbps digital		accordance with industry format	contends, to maintenance intervals
	services using the ISDN 2B1Q line		and specifications or such format	for DS-1 (Albert Panel Rebuttal,
	code, as described in ANSI T 1601-		and specifications as may be	page 8, lines 12-20)
	1998 and Verizon TR 72575, as		agreed to by the Parties	
	revised from time to time. In some			Verizon proposes contract
	cases, loop extension equipment	<u> </u>	B Verizon is in the process	language in Section 11 2 9 to allow

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
1 22010123 185013	CONTRACT LANGUAGE	CAVALIER RATIONALE	CONTRACT LANGUAGE	VERIZON RATIONADE
	may be necessary to bring the line		of conducting a mechanized survey	Cavalier to oidei a 4-wire DS-1
I	loss within acceptable levels		of existing Loop facilities, on a	loop and get a 4-wife DS-1 loop
	Verizon will provide loop extension		Central Office by Central Office	loop and get a 1 wife Bo 1 loop
	equipment only upon request		basis, to identify those Loops that	Spectral density mask limitations
	equipment only apon request		meet the applicable technical	on xDSL services are not set by
	11.2.4 - "2-Wire ADSL-Compatible		characteristics established by	Verizon, but by Industry Standards
	Loop" or "ADSL 2W" provides a		Verizon for compatibility with	Groups in order to prevent xDSL
	channel with 2-wire interfaces at		ADSL, HDSL, SDSL, IDSL and	services from interfering with other
	each end that is suitable for the		ISDN signals The results of this	telecommunications services
	transport of digital signals up to 8		mechanized survey will be stored	carried over the same loop. The
	Mbps toward the Customer and up		in a mechanized database that is	spectral density mask limitations
	to 1 Mbps from the Customer		made available to Cavalier on a	that Verizon uses are in accordance
	Verizon will specify to Cavalier		non-discriminatory basis Cavalier	with these industry standards
	whether the upstream and		may utilize this mechanized loop	(Albert Panel Rebuttal, page 9,
	downstream ADSL power spectral		qualification database, where	lines 10-18)
	density masks and de line power		available, in advance of submitting	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	limits in Verizon TR 72575, Issue 2.		a valid electronic transmittal	"Reach DSL" and "MVL" use
	as revised from time to time, are		service order for an ADSL, HDSL,	loops of up to 30,000 feet
	met		SDSL, IDSL or ISDN Loop	Verizon has offered such loops to
	11.2.5 - "2-Wire HDSL-Compatible		provided, however, Cavalier shall	Cavalier in Section 11 2 12(A), but
	Loop" or "HDSL 2W" consists of a		request manual loop qualification	Cavalter has not ordered them
	single 2-wire non-loaded, twisted		or an Engineering Query if the	Cavalier has raised this complaint
	copper pair Verizon will specify to		mechanized loop qualification	before the Commission before, and
	Cavalier whether the HDSL power		database is not available or if	the Commission held that
	spectral density mask and do line		Cavalier chooses not to utilize such	Verizon's offering of loops over
	power limits referenced in Verizon		database Charges for mechanized	18,000 feet was reasonable
	TR 72575, Issue 2, as revised from		loop qualification information,	(Albert Panel Rebuttal, page 9,
	time to time, are met		Engineering Query, and manual	line 23 to page 10, line 3)
			loop qualification are set forth in	
	11.2.6 - "4-Wire HDSL-Compatible		Exhibit A	
	Loop" or "HDSL 4W" consists of			
	two 2-wire non-loaded, twisted		C If the Loop is not listed in	
	copper pairs that meet the carrier		the mechanized database described	
	serving area design criteria		in section (B) above, Cavalier must	
	Verizon will specify to Cavalier		request either a manual loop	
	whether the HDSL power spectral		qualification or Engineering Query	
	density mask and dc line power		prior to or in conjunction with	
<del></del>	limits referenced in Verizon TR	<u> </u>	submitting a valid electronic	

VERIZON RATIONALE																																							
VERIZON PROPOSED	CONTRACT LANGUAGE	service order for an ADSL, HDSL,	SDSL, IDSL of BRI ISDN Loop	The rates for manual loop	qualification and Engineering	Query are set forth in Exhibit A If	the Loop requires qualification	manually or through an	Engineering Query, three (3)	business days (or a shorter period	if required under Applicable Law)	following receipt of Cavalier's	valid and accurate request will be	generally required before a FOC or	a query can be issued to Cavalier	with the Loop qualification results	Verizon may require additional	time to complete the Engineering	Query where there are poor record	conditions, spikes in demand or	other unforeseen events, unless	such additional time is not	permitted pursuant to an effective	Commission order		D If the query to the	mechanized loop qualification	database or if the manual loop	qualification indicates that a Loop	does not qualify (eg., because it	does not meet the applicable	technical parameters set forth in	the Loop descriptions above),	Cavalier may request an	Engineering Query to obtain more	information regarding the	characteristics of the loop itself	Subject to the terms herein,	including but not limited to Section
CAVALIER RATIONALE																																							
CAVALIER PROPOSED	CONTRACT LANGUAGE	72575, Issue 2, as revised from time	to time, are met		11.2.7 - "2-Wire IDSL-Compatible	Metallic Loop" consists of a single	2-wire non-loaded, twisted copper	pair This UNE loop, is intended to	be used with very-low band	symmetric DSL systems that meet	the Class 1 signal power limits and	other criteria in the diaft T1E14	loop spectrum management	standard (T1E1 4/2000-002R3) and	are not compatible with 2B1Q 160	kbps ISDN transport systems The	actual data tate achieved depends	upon the performance of Cavaller-	provided modems with the electrical	characteristics associated with the	loop This loop cannot be provided	via UDLC IDSL-compatible local	loops will be provided only where	facilities are available and can meet	applicable specifications		11.2.8 - "2-Wire SDSL-Compatible	Loop", is intended to be used with	low band symmetric DSL systems	that meet the Class 2 signal power	limits and other criteria in the	TIE1 4 loop spectrum management	standard (F1E1 4/2000-002R3)	This UNE loop consists of a single	2-wire non-loaded, twisted copper	pair intended to meet Class 2 length	limit in T1E1 4/2000-002R3 The	data rate achieved depends on the	performance of the Cavalier-
DISPUTED ISSUES																																							

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
- STOTED TOSSES	CONTRACT LANGUAGE	CAVALIER RATIO VALE	CONTRACT LANGUAGE	VERIZOVRATIONALIZ
	provided modems with the electrical		11 2 12 2(C) above, Verizon will	
	characteristics associated with the		respond to an Engineering Query	
 	loop		with information from Verizon	
	toop		cable records such as amount and	
			location of bridged taps, number	
	11 2 8(a) "2-Wire ReachDSL-		and location of load coils, location	
	Compatible Loop" or "ReachDSL		of digital loop carrier, or cable	
	2-Wire Loop" provides a channel		gauge at specific locations or any	
<del>,</del>	with 2-wire interfaces at each end,		other reason that may be revealed	
	which is intended to be used with		through loop qualification	
	low-frequency digital subscriber		anough toop quantiteation	
 	line services in the 16-90 kHz range		E If Cavalier submits a	
	which do not interfere with the		service order for an ADSL, HDSL,	
	transmission of voice traffic		SDSL, IDSL or BRI ISDN Loop	
1	Verizon will provision ReachDSL		that has not been prequalified as	
	2-Wire Loops up to thirty-thousand		required in accordance with	
	feet (30,000 feet) in length without		subsection 1 2 12 2(B) above,	
	restricting the fill rate of such Loops		Verizon will query the service	
	and without otherwise limiting the		order back to Cavalier for	
	number of such Loops within a		qualification and will not accept	
	particular binder group in any		such service order until the Loop	
	cables The deployed technology		has been so prequalified (1 e	
	shall be spectrally compatible on all		manual, mechanized, or	
	loop lengths as specified in ANSI		engineering query) If Cavalier	
	T1 417-2001, Spectrum		submits a service order for an	
	Management for Loop Transmission		ADSL, HDSL, SDSL, IDSL or	
	Systems		BRI ISDN Loop that is, in fact,	
			found not to be compatible with	
	11.2.9 - "4-Wire DS1-compatible		such services in its existing	
	Loop" provides a channel with 4-		condition, Verizon will respond	
	wire interfaces at each end Each 4-		back to Cavalier with a	
	wire channel is suitable for the		"Nonqualified" indicator and with	
	transport of 1 544 Mbps digital		information showing whether the	
	signals simultaneously in both		non-qualified result is due to the	
	directions using PCM line code		presence of load coils, presence of	
	Verizon will provision 4-Wire DS1-		digital loop carrier, or loop length	
	compatible Loops in the same		(including bridged tap)	
	manner that it provisions such		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE		CONTRACT LANGUAGE	
	Loops to its retail customers		F Where Cavalier has	
	•		followed the manual or	
	<b>11.2.10</b> - "4-Wire 56 kbps Loop" is		mechanized prequalification	
	a 4-wire Loop that provides a		procedure described above	
	transmission path that is suitable for		resulting in the determination that	
	the transport of digital data at a		a Loop is not compatible with	
	synchronous rate of 56 kbps in		ADSL, HDSL, SDSL, IDSL or	
	opposite directions on such Loop		BRI ISDN service in its existing	
	simultaneously A 4-Wire 56 kbps		condition (e g, the results of the	
	Loop consists of two pairs of non-		manual or mechanized	
	loaded copper wires with no		prequalification query indicate that	
	intermediate electronics of it		a Loop does not qualify due to	
	consists of universal digital loop		factors such as the presence of load	
	carrier with 56 kbps DDS dataport		coils, presence of digital loop	
	transport capability Verizon shall		carrier, loop length (including	
	provide 4-Wire 56 kbps Loops to		bridged tap) or for any other reason	
	Cavalier in accordance with, and		that may be revealed through loop	
	subject to, the technical		qualification), Cavalier, together	
	specifications set forth in Verizon		with its order or prior to submitting	
	Technical Reference TR72575,		an order for service, may request	
	Issue 3, as such issue may be		an Engineering Query to determine	
	revised from time to time after the		whether conditioning may make	
	Effective Date		the Loop compatible with the	
	i		applicable service, or if Cavalier is	
	11.2.11 - "DS-3 Loop" will support		already aware of the conditioning	
	the transmission of isochronous		required (e g, where Cavalier has	
	serial bipolar data at a transmission		previously requested a manual loop	
	rate of 44 736 megabits per second		qualification or an Engineering	
	(MBPS) or the equivalent of 28 DS-		Query), Cavalier may submit a	
	1 channels A DS-3 Loop may use		service order for a Digital	
	a variety of transport system		Designed Loop Verizon will	
	technologies, including, but not		undertake to condition or extend	
	limited to, asynchronous fiber optic		the Loop in accordance with this	
	transport systems and Synchronous		Section 11 2 12 upon receipt of	
	Optical Network transport systems		Cavalier's valid, accurate and pre-	
	DS-3 specifications are referenced		qualified service order for a Digital	
	in Verizon's TR 72575, as revised		Designed Loop	
	from time to time Verizon shall			

DISPUTED ISSUES	CAVALIER PROPOSED	CAVALIER RATIONALE	VERIZON PROPOSED	VERIZON RATIONALE
	CONTRACT LANGUAGE		CONTRACT LANGUAGE	
	provide Cavalier with access to a		G Once a Loop has been	
	DS-3 Loop only from a Serving		pre-qualified, Cavalier will submit	
	Wire Center that is equipped to		a Service Order pursuant to	
	provide such loop and only where		Section 11 2 12 2(A) above if it	
	necessary facilities are available		wishes to obtain the Loop If the	
			Loop is determined to be	
	11.2.12 - For all DSL-compatible		compatible with ADSL, HDSL,	
	loops provided by Verizon to		SDSL, IDSL or BRI ISDN service	
	Cavalier, whether in a form		in its existing condition and if the	
	described in section 11.2 of this		Loop serving the serving address is	
	Agreement or in the DSL, ADSL, or		usable and available to be assigned	
	RADSL forms available through		as a ADSL, HDSL, SDSL, IDSL	
	ordering forms on Verizon's		or BRI ISDN Loop, Verizon will	
	graphical user interface (GUI) or		initiate standard Loop provisioning	
	otherwise, Verizon shall respond to		and installation processes, and	
	trouble tickets or trouble reports		standard Loop provisioning	
	and to Cavalier's requests for		intervals will apply If the Loop is	
	dispatch or repair services, within		determined to be compatible with	
	the same time intervals that Verizon		ADSL, HDSL, SDSL, 1DSL or	
	responds to trouble tickets or		BRI ISDN service in its existing	
	trouble reports, or requests for		condition, but the Loop serving the	
	dispatch or repair services, for DS-1		service address is unusable or	
	circuits		unavailable to be assigned for such	
			purpose, Verizon will search the	
	See also Section VI of Exhibit A to		Customer's serving terminal for a	
	Proposed Agreement filed August 1,		suitable spare facility If a Loop	
	2003		compatible with ADSL, HDSL,	
			SDSL, IDSL or BRI ISDN service	
			is found within the serving	
			terminal, Verizon will perform a	
			Line and Station Transfer (or "pair	
			swap") whereby the Verizon	
			technician will transfer the	
			Customer's existing service from	
			one existing Loop facility onto an	
			alternate existing xDSL compatible	
			Loop facility serving the same	
	_		location Verizon performs Line	